

**CONTRACT No. 473-10-NOCALL
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
GRYPHON NETWORKS CORPORATION**

This contract for providing services concerning the Texas No-Call List is between the Public Utility Commission of Texas, a duly organized agency of the state of Texas ("PUCT") with its office located at 1701 N. Congress Ave., Austin, TX 78701 and Gryphon Networks Corporation ("Gryphon"), a Delaware corporation with offices at 249 Vanderbilt Ave., Norwood, MA 02062.

Article 1. CONTRACT TERM

This contract's term is effective as of September 1, 2008 and ends on August 31, 2012. The parties may renew the contract for as many as two two-year periods.

Article 2. CONTRACTOR'S DUTIES AND DELIVERABLES

Gryphon will provide the services related to the Texas No-Call List (the "No-Call List") and the electric No-Call list (the "Electric List") as described in Attachment A, Statement of Work. The No-Call List is a combined list of the names and numbers of Texas consumers who have requested to be on the list and of each person in the Texas portion of the national do-not-call registry maintained by the United States government (Tex. Bus. & Comm. Code 44.101(c)). Together, the No-Call List and the Electric List are referred to as "the Texas Lists."

Article 3. COMPENSATION

Gryphon acknowledges that the Texas legislature has not appropriated any funds to the PUCT for payment for the services provided under this contract. Gryphon further acknowledges that all compensation it receives will come from the approved fees paid by applicants for inclusion on the Texas Lists and from registered entities that seek access to the Texas Lists. The parties expressly agree that nothing in this contract is intended to constitute an obligation against or payable from funds appropriated to the PUCT, general revenue funds, or any other funds of the State of Texas.

- A. Gryphon may increase its charge from \$2.55 to no more than \$3.00 to process a request for a number to be placed on the Texas List or to renew an entry if the request is made by mail or by telephone. Gryphon will not charge a fee to process a request for placement or renewal that is made via the internet.
- B. Gryphon may increase its charge from \$2.55 to no more than \$3.00 to process a request for a number to be placed on the Electric List or to renew an entry if the request is made by mail or by telephone. Gryphon will not charge a fee to process a request for placement or renewal that is made via the internet.

- C. Gryphon may charge no more than \$75 per quarter for each distribution of the Texas Lists to persons making telemarketing calls.
- D. If the PUCT requires a Gryphon representative to travel to Austin, Texas, the agency will reimburse Gryphon for reasonable and necessary travel, lodging and expenses in accordance with Texas state travel guidelines.
- E. Gryphon will not engage the services of any subcontractor or any other party with the expectation that the PUCT will pay for their services unless the PUCT has agreed to do so in writing.

Article 4. PROPERTY

- A. "Intellectual Property" means all intellectual property whether registered or not, including without limitation patent rights, registered designs, design rights, copyrights, and other similar proprietary rights, and will include all rights of whatever nature in computer programs and any other computer software and data, and all intangible rights and privileges of a nature similar to any of the foregoing.
- B. For those materials, such as software or hardware, in which any intellectual property rights are vested in a third party, the third party will retain ownership of those rights.
- C. Other than the materials identified in Paragraph B above, all finished or unfinished work product, documents, data, databases, or reports Gryphon creates or prepares in the performance of this contract, or has created or prepared in maintaining and managing the Texas lists on behalf of the PUCT since 2001, are the property of the PUCT.
- D. Gryphon will give all finished work product, documents, data, databases, or reports belonging to the PUCT to the PUCT either at the PUCT's request during the term of the Agreement or upon termination or expiration of the contract.
- E. Upon the expiration of this contract or its termination under Article 8, Gryphon will provide the PUCT with all complete or incomplete documents, data, or reports created or prepared in the performance of this contract or any of its predecessors since 2001.
- F. Gryphon's use of the Texas Lists databases may require the use of PUCT's intellectual property rights embodied in those databases.
- G. Gryphon may obtain software licenses as an agent of the PUCT for software that it uses solely for providing services under this contract. Gryphon will provide the PUCT with a copy of any software license it obtains for the purpose of providing services under this contract.
- H. Gryphon will maintain all information, data, and records related to this contract separately and isolated from its other activities.
- I. Upon the expiration or termination of this contract under Article 8, Gryphon will provide the mailing address, toll free telephone number or internet address that it obtained to provide services under this agreement to the PUCT. Gryphon will inform the PUCT if the internet address or telephone number provider charges a fee to transfer the address or number. Gryphon may not charge the PUCT a fee for requesting or processing a telephone number or address transfer.

- J. Materials, software, and concepts belonging to Gryphon that were in existence before 2001 remains Gryphon's property.

Article 5. PERSONNEL AND SUBCONTRACTORS

- A. The parties acknowledge that Gryphon intends to perform the services described in the Statement of Work without subcontracting. If Gryphon decides that it is necessary to subcontract all or part of these services, it will notify the PUCT Contract Administrator and submit all requested information regarding the proposed subcontractor.
- B. Gryphon may not subcontract any of the services to be performed without the express written consent of the PUCT as required by Article 7. The PUCT will not withhold approval to use a subcontractor unreasonably.
- C. PUCT and Gryphon agree that this contract is intended to constitute a prime vendor contract, with Gryphon serving as the prime vendor for delivery of the services. Gryphon acknowledges and agrees that Gryphon is fully liable and responsible for timely, complete delivery of the services described in this contract notwithstanding the engagement of any subcontractor to perform an obligation under this Agreement. Gryphon further acknowledges and agrees that Gryphon is solely responsible for contract management of any subcontractor and for payment to such subcontractor(s).
- D. Should material personnel changes occur during the term of this contract, Gryphon will assign personnel with comparable experience and required qualifications and training, will notify the PUCT promptly of the change, and will provide to the PUCT a resume of the newly assigned personnel.

Article 6. EVALUTATION CRITERIA, RECORDS RETENTION, AND AUDITS

- A. The PUCT will evaluate Gryphon's performance under this contract by Gryphon's ability to provide the services listed in Attachment A, Statement of Work, in a timely and professional manner. Failure to provide services as agreed may result in termination of this contract for cause.
- B. Gryphon must retain all applications and other records related to this agreement for a period of four years and may not transfer or destroy them without receiving the PUCT's written permission.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

- A. This contract may not be assigned, changed, amended, or modified in any manner except by written instrument executed by authorized representatives of both parties in accordance with the terms of this contract.
- B. Subsequent changes in legislation, rules, regulations, or PUCT requirements for these services may require modification of the terms of this contract, including an increase or decrease in Gryphon's duties. In the event that subsequent changes to statutes, rules, regulations, or PUCT requirements for this project are adopted, the PUCT and Gryphon will negotiate the terms of any required modification to this

contract, whether an increase or a decrease in duties, in good faith and incorporate such modification into this contract by written amendment. Amendments and modifications requiring additional compensation must be approved by the PUCT's Executive Director.

- C. Gryphon's duties, obligations, and responsibilities under this contract may not be assigned to any third party without the express written consent of the PUCT. Any assignments made without such consent will be void.
- D. The PUCT may request at its sole discretion to make changes to the Statement of Work. Within a reasonable time of receiving a written request from the PUCT for a change in the Statement of Work, Gryphon will submit a written estimate of any required price or schedule changes to the PUCT Contract Administrator.
- E. All changes to the Statement of Work must be executed in writing as required in Paragraph A above before taking effect.

Article 8. TERMINATION

- A. Either party may terminate this contract for cause upon sixty (60) days' written notice. A party that receives written notice will have 30 calendar days to cure the cause. A party's failure to cure by the end of the 30-day period will result in the termination of this contract effective on the 60th day after receiving notice. A violation of the prohibitions against misusing or releasing information on the Texas Lists (*see* Attachment A, Section 5) will be considered a breach of this contract. The PUCT may terminate this contract without incurring further liability for services not yet performed.
- B. PUCT's notice of termination may specifically exclude some services from termination. Gryphon will be entitled to payment at the contract rate for services mutually agreed upon and specifically excluded from termination in PUCT's notice of termination.
- C. Gryphon will submit its termination settlement claim to PUCT no later than thirty (30) days after the effective date of termination.
- D. If Gryphon abandons the work, such abandonment will be considered a breach of this contract. In the event of abandonment or default on this contract, the PUCT reserves the right to cancel this contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent.
- E. If this contract is terminated, Gryphon is entitled to payment from third parties as authorized in this contract for services performed up to the effective date of the termination.
- F. When this contract expires or if it is terminated, the provisions of Articles 4, 6, 10, 11, 14, 15, 16, and 21 in their entirety will survive any termination or expiration of this Agreement.

Article 9. ALTERNATIVE DISPUTE RESOLUTION

Gryphon and the PUCT agree that any and all disputes that may arise between the parties regarding the terms of this contract will be resolved as required by Chapter 2260, Texas Government Code.

Article 10. SOVEREIGN IMMUNITY

The State of Texas and the PUCT do not waive sovereign immunity by entering into this contract and specifically retain immunity and all defenses available to them under the laws of the State of Texas or the common law.

Article 11. GOVERNING LAW

This contract will be interpreted, governed, and construed in accordance with the laws of the State of Texas. The parties hereby submit to the jurisdiction of courts located in, and venue is hereby stipulated to be the state courts located in Travis County, Texas. Gryphon stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas for any cause of action arising from any act or omission in the performance of this contract. Further, Gryphon hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas for any cause of action arising from any act or omission in the performance of this contract.

Article 12. COMPLIANCE WITH LAW

Gryphon agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT in effect at the time of execution of this contract, and will make every effort to comply with future mandatory conditions of which it is made aware, which may be imposed on the project; however, it is expressly recognized and agreed that Gryphon shall not be deemed to be in breach of this contract if it is unable to comply with such additional conditions which would adversely affect Gryphon. Gryphon will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT of which it is made aware, or if it will be unable to fully comply with additional mandatory requirements as may be imposed by law or regulation on the project. In the event that Gryphon becomes aware of inconsistencies between this contract and a Texas statute or PUCT rule, Gryphon will so advise the PUCT and will cooperate fully to revise applicable provisions of this contract as necessary. Subsequent changes will be made in accordance with Article 7 of this contract.

Article 13. CONFLICT OF INTEREST

Gryphon certifies that it has no known business relationships or personal relationships involving its principals that create a conflict of interest regarding its work for the PUCT. Gryphon agrees to notify the PUCT immediately if a situation or relationship arises that may potentially create a conflict of interest.

Article 14. INDEMNIFICATION

- A. Gryphon will indemnify, defend, and hold harmless the PUCT, its officers, employees, and contractors from and against any and all claims, actions, suits, demands, costs and expenses (including reasonable attorney's fees), damages, and

- liabilities, of whatever kind or nature asserted by a third-party and occurring or in any way incident to, arising out of, resulting from, or in connection with the negligence or willful misconduct of Gryphon, its agents, employees, or subcontractors, committed in the performance of this contract.
- B. The PUCT and the State of Texas shall indemnify, defend and hold harmless Gryphon, and its employees and agents from any and all liabilities, claims, demands and causes of action arising out of, or relating to, any act taken in the performance of its duties under this contract if performed in accordance with the terms herein under the direction and supervision of the PUCT, or any act or omission constituting negligence or misconduct of the PUCT, the State of Texas, its officers and employees done within the scope of their employment in the conduct of this contract, except to the extent of a court finding of negligence or willful misconduct on the part of Gryphon and its agents in the performance of their duties under this contract.
- C. To receive the benefit of indemnification under this Article 14, the indemnified party must give written notice, within ten (10) business days of receipt of such claim, to the indemnifying party, and allow the indemnifying party to control the defense and settlement thereof and all related negotiations and fully cooperate with the indemnifying party in such defense and settlement; provided, however, that this provision shall not apply with respect to control of defense, settlement and related negotiations to the extent that agreement to such violates or interferes with the responsibilities of the Office of the Attorney General of Texas. Neither party has any obligation to indemnify the other party in connection with any settlement made without the indemnifying party's written consent. The indemnitee has the right to participate at its own expense in the claim or suit and in selecting counsel therefore, except that the PUCT has informed Gryphon that, by statute, the Office of the Attorney General of Texas represents the PUCT in litigation.
- D. EXCEPT FOR THIRD PARTY INDEMNIFICATION CLAIMS, AND CLAIMS FOR PENALTIES UNDER THIS AGREEMENT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

Article 15. CONFIDENTIALITY

- A. As used in this contract, "Confidential Information" will mean all information of every kind or description that may be disclosed to either party by the other party or a third-party in connection with this contract, provided the disclosing party will clearly mark any such information as confidential or proprietary.
- B. In order to protect the rights of Gryphon and the PUCT with regard to their respective Confidential Information, Gryphon and the PUCT agree to take all reasonable steps and the same protective precautions to protect Confidential

Information from disclosure to third-parties as with their own proprietary and confidential information.

- C. Confidential Information submitted by Gryphon to the PUCT must be clearly marked. Subject to the Texas Public Information Act ("PIA"), Govt. Code Chapter 552, the PUCT will not, without Gryphon's prior written consent, disclose, provide, or make available any information marked as "Confidential Information" by Gryphon to any person, except to PUCT's bona fide employees, officers, directors, or third-parties whose access is necessary to enable such third-party to exercise its rights under this contract.
- D. The PUCT agrees that upon receipt of a request for information that Gryphon has marked "Confidential Information," the PUCT will promptly notify Gryphon in order to provide an opportunity for Gryphon to claim an exception under the statute. Gryphon acknowledges that the final determination whether information can be withheld from disclosure rests with the Office of the Attorney General.
- E. Gryphon acknowledges that fully executed contracts between vendors and governmental bodies for the provision of goods or services are subject to disclosure under the TPIA.
- F. Gryphon will refer all requests for information, other than information available to registered entities, to the PUCT within two business days of receiving the request.

Article 16. INDEPENDENT CONTRACTOR

Gryphon is an independent contractor, and its officers, agents, and employees will not be considered employees of the PUCT or the State of Texas for any reason. Gryphon retains control of the manner in which services are performed under this contract. Gryphon will assume sole responsibility for the debts, liabilities, or taxes it may incur as a business entity. Gryphon will be responsible for providing all necessary unemployment and workers' compensation insurance for its employees according to the laws of all states where Gryphon is located.

Article 17. INSURANCE COVERAGE

Within ten (10) days of the execution of this contract and the execution of any subsequent renewal or extension contract, Gryphon will provide proof of the insurance requirements stipulated by the PUCT below; such coverage will be acquired by Gryphon at its expense. Proof of insurance will be in the form of a certificate executed with an insurance company rated "A-" or better by AM Best. The Certificate of Insurance will be endorsed to include Waiver of Subrogation in favor of the PUCT. The PUCT's requirements are:

- Standard Workers' Compensation Insurance Coverage

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Agreement, Gryphon certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Gryphon

understands and agrees that a false certification may lead to termination of this Agreement for cause.

- A. Gryphon has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- B. Gryphon is not currently delinquent in the payment of any franchise or sales tax owed the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.
- C. Neither Gryphon nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.
- D. Gryphon has no principal who is ineligible to receive funds under Texas Family Code § 231.006 and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- E. Gryphon has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Agreement.
- G. Pursuant to Texas Government Code § 2155.004, regarding the collection of state and local sales and use taxes, the individual or business entity named in the proposal and with whom the PUCT is contracting is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- H. Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.
- I. The contract is in compliance with Texas Government Code § 669.003 relating to contracting with the executive head of a State agency.
- J. Gryphon will comply with Texas Government Code § 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.
- K. Gryphon certifies that the individual or business entity named in this proposal is not ineligible for contract award under Government Code § 2155.004 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 19. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 20. NOTICE

- A. All legal notices permitted or required under this contract will be in writing and mailed to the addresses below:

The Public Utility Commission of
Texas
ATTN: W. Lane Lanford
Executive Director
1701 Congress Ave.
Austin, TX 78701

Gryphon Networks Corp.
ATTN: Norm D'Amours
Vice President of Regulatory
Affairs and General Counsel
249 Vanderbilt Ave.,
Norwood, MA 02062

- B. The addresses and individual names recited above may be changed by notice as specified above.
- C. Notices required or permitted under this contract and sent as specified above will be deemed given (1) when delivered or (2) five days after mailing by prepaid certified or registered first class postage affixed through the United States Postal Service, whichever is earlier.

Article 21. CONTRACT ADMINISTRATION

- A. The PUCT designates Steve Hudson as its Contract Administrator and PUCT'S point of contact.
- B. Gryphon designates Norm D'Amours as its Contract Administrator and Gryphon's point of contact.
- C. The designated points of contact will handle all communications in a timely and cooperative manner. The parties will timely notify each other by written communication of any change in designee or contact information.
- D. Gryphon acknowledges that the parties' Contract Administrators do not have any authority to amend this contract, to initiate change orders, to alter the fees approved by the PUCT, or to otherwise alter performance requirements established under this contract. Gryphon further acknowledges that such authority is exclusively held by the PUCT and its authorized designee, the Executive Director.
- E. Gryphon will promptly refer all inquiries regarding this Agreement received from state legislators, other public officials, the media, or third parties not requesting customer service to the PUCT's Contract Administrator.

Article 22. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s), the provisions of this contract will control.

Article 23. FORCE MAJEURE

Neither the PUCT nor Gryphon will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is

prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence, have avoided. Such causes, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority, will not relieve such party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least 10 days prior written notice to the other party.

Article 24. SEVERABILITY

If any provision of this contract will be held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if such provision had never existed.

Article 25. ENTIRE AGREEMENT

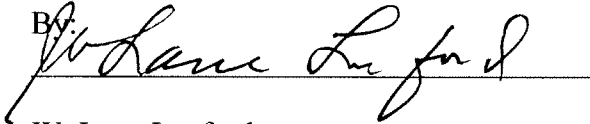
This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the last date signed.

The Public Utility Commission of Texas

Gryphon Networks Corp.

By:



W. Lane Lanford
Executive Director

By:



Norm D'Amours
Vice President of Regulatory Affairs and
General Counsel

Date Signed: 1-4-10

Date Signed: January 21, 2010

PUC General Law

Approved: SV

ATTACHMENT A
STATEMENT OF WORK

Gryphon Networks Corporation will provide the following services as required by Texas Business and Commerce Code, Chapter 304, Subchapter B.

1. Services

- A. Gryphon will maintain two databases. One database will consist of the names, zip codes, and telephone numbers (both landline and wireless) of Texas residents who do not wish to receive calls from telemarketers. Texas residents may also register residential and business phone numbers if they do not want to receive calls from retail electric service telemarketers. The second database will consist of telemarketers that request access to the Texas Lists.
- B. Maintain the PUCT's mailing address, toll-free telephone number, and www.texasnocall.com website that has been established for the No Call List program, all of which shall be transferable to and accessible by the PUCT and accessible by the public.
- C. Gryphon will receive registrations from Texas residents for the No-Call list by mail (at Texas No Call; P.O. Box 313; E. Walpole, MA 02032); by phone (1-866-896-6225), including Interactive Voice Recognition system; or by internet. Gryphon will mail applications to people wishing to register by mail. At least one method of registration must be available 24 hours a day, seven days a week.
- D. Gryphon will accept payment for fees by personal check, money order, credit card, or by other means acceptable to Gryphon and permissible by law.
- E. Upon receiving a completed application with the proper fee, Gryphon will place the information relating to the subscriber's telephone number(s) on the requested list or lists within two business days.
- F. Gryphon will promptly notify an applicant if the submitted credit card has been rejected or check has been dishonored. Gryphon will return such check to the applicant if requested by applicant. Gryphon will not assess an additional fee for any dishonored check or rejected credit card transaction. Gryphon may, however, delete the applicant's data from the database.
- G. Gryphon will work with the PUCT Contract Administrator to maintain and update, as necessary, the application and the website.
- H. Gryphon will publish the Texas Lists in an electronic format for any telemarketer who agrees to use the information only to update the telemarketer's no-call list to include the names of people with whom the telemarketer does not have an established business relationship.
- I. Gryphon will provide applications to telemarketers wishing to receive either or both of the Texas Lists. Once Gryphon has approved the application, these telemarketers will be known as "registered entities."

- J. Upon receipt of a completed application with a proper fee(s), Gryphon will register an entity requesting access and allow access to one or both of the lists within two business days.
- K. Gryphon shall make the Texas Lists available to registered entities for download over the internet with security measures in place designed to prevent access by unauthorized parties. The No Call Lists provided to Registered Entities will include only the registered subscriber's telephone number.
- L. Gryphon shall provide a mechanism for registered entities to download or to receive only specific portions of the list requested by that entity, such as geographically specific portions determined by a single area code, multiple area codes or zip codes. Gryphon shall provide each registered entity with the option of receiving the Texas Lists or alternative forms of the Texas Lists on a compact disk (CD). Gryphon shall publish the Texas portion of its national no-call list in an electronic format for access by any registered entity.
- M. Gryphon will update and publish the Texas list of January 1, April 1, July 1, and October 1 of each year.
- N. To the extent Gryphon is directed by the PUCT to do so and the data is accepted by the administrator of the National DNC Registry, Gryphon will provide information on the Texas list to the administrator of the national do-not-call registry and allow the names and numbers on the Texas list to be placed on the national do-not-call registry.
- O. Gryphon will travel to Austin to meet with PUCT staff and others as requested no more than three times per state fiscal year (September 1 – August 31).
- P. Gryphon will neither transfer nor destroy the records without prior written permission from the PUCT.
- Q. Gryphon will cooperate with the PUCT or any other Texas state agency to provide information needed to enforce the provisions of Texas Business and Commerce Code Chapter 304, Subchapter B, Texas No-Call List.
- R. Gryphon will provide access to the Texas Lists database and the registered entities database to the PUCT and to other state agencies at the PUCT's direction.
- S. For up to two years after termination or expiration of this contract, Gryphon shall make appropriate and knowledgeable employees available to provide testimony, documentary evidence, and any other assistance deemed necessary by the PUCT at any administrative, legal, or legislative proceeding regarding enforcement of the Texas Lists at no additional cost to the PUCT, except for reasonable travel and lodging expenses determined by the Texas State Travel Guidelines.

2. Database Requirements

- A. The following information, at a minimum, must be included in the application for inclusion in the Telephone Number No Call List Database:
 - 1. name and mailing address of applicant name and service address of the subscriber to whom local telephone service or commercial mobile service is provided;
 - 2. method of initial payment (check or money order number, bank/credit card number);
 - 3. telephone number to be included on the list (including area code);

4. category of telephone solicitation being prohibited by applicant (electric only or both);
 5. date initial application received;
 6. date names and telephone numbers added to the list;
 7. all renewal dates and methods of payment for renewals; and
 8. the manner in which application was received (i.e. mail, phone, www.texasnocall.com website).
- B. Gryphon must include the following information, at a minimum, in the Registered Entities Database:
1. Legal name (and d/b/a, if applicable) of registering entity, group or individual (as maintained by Texas Secretary of State, local county clerk, or other state certification entity);
 2. Federal Tax identification number;
 3. Name registered entity will use when contacting the public;
 4. Telephone Number of registering entity, group or individual (for complaint or compliance issues);
 5. Address of registering entity's principal place of business (for complaint or compliance issues);
 6. Date application received;
 7. Nature of registering entity's business; and
 8. Certification number for registering entity, if applicable (as issued by any Texas state regulatory agency or administrative board).
- C. Database Requirements
1. Gryphon must retain the ability to upgrade the databases to future versions of Microsoft Access or Microsoft SQL Server as may be required by the PUCT;
 2. Gryphon shall at a minimum update the Electric List databases by the first day of January, April, July and October in each calendar year and shall update and publish the No-Call List by the same date each year (Tex. Bus. & Comm. Code 44.101(c)).
 3. Gryphon shall take all reasonable and necessary steps and measures that are consistent with normal business practices of prudent companies similarly situated to: (i) ensure the integrity and security of the databases, and (ii) secure both the database hardware and software and to prevent unauthorized access to database information, including but not limited to: web server/data store server security, virus/anti-virus protection, and firewall security with the main secured database;
 4. Gryphon shall maintain a disaster recovery plan, which will include, but is not limited to, the daily backup of the databases, which will be stored offsite in a secure and fireproof environment, and storage of the physical server housing the databases in a physically secure area to prevent any misuse or tampering;
 5. Gryphon's personnel will use commercially reasonable efforts to answer questions regarding the use of the databases and the Texas Lists from all subscribers, registered entities, and applicants in a professionally acceptable and appropriate manner between the hours of 7 A.M and 9 P.M. Central Time; and
 6. Gryphon will refer all questions and complaints regarding compliance and enforcement to the PUCT.

3. Expiring, Renewing, and Deleting Entries

- A. An entry on either of the Texas Lists expires on the third anniversary of the date the entry was first published on the list. Gryphon will accept entry renewals for additional three-year periods.
- B. Gryphon will request and maintain e-mail addresses from all registrants in order to provide them with program information, including notice at least 60 days in advance that their registration will expire. Registrants must have at least 30 days to renew their applications without interruption of their placement on the Texas list.
- C. Gryphon may delete a telephone number from the Texas No-Call list if the consumer requests in writing that it be deleted or the consumer's phone number changes.

4. Reporting

- A. Gryphon will provide the PUCT with quarterly reports containing the following information:
 - 1. The total number of subscribers who registered for the database during the previous quarter;
 - 2. The total number of telephone numbers on the Texas Lists to date;
 - 3. The total amount of fees paid by new subscribers during the previous quarter;
 - 4. The total amount of fees paid by all subscribers to date;
 - 5. The total number of Registered Entities who have requested and been sent copies of the Electric List during the previous quarter;
 - 6. The total number of all Registered Entities who have requested and been sent copies of the No-Call List to date;
 - 7. The total amount of fees paid by Registered Entities for the Electric List during the previous quarter;
 - 8. The total amount of fees paid by Registered Entities for the No-Call List to date;
 - 9. Gryphon will report the number of calls received at the toll-free customer service number and any correspondence received regarding the program;
 - 10. Gryphon will report its database performance confirming that the service requirements set forth in Sections 1 and 2 are regularly met;
 - 11. Gryphon will report its call response data confirming that the service requirements set forth in Section 2 are regularly met; and
 - 12. Gryphon will report its audit results confirming that the service requirements set forth in Section 6 are regularly met.

The quarterly reports are due to the PUCT Contract Administrator on December 20th, March 20th, and June 20th, and August 20th for the quarters ending the previous month.

- B. Gryphon will provide periodic oral reports to the PUCT as reasonably requested.

- C. Gryphon will provide additional reports, within reason, that may be required by the PUCT's operation of the No-Call databases, including those prepared for the Texas Legislature.

5. Purpose and Prohibitions

Gryphon is authorized by state law to collect the database information in accordance with this contract for the sole purpose of providing registered entities with the information needed to comply with Texas law regarding unsolicited telephone calls to people who have registered their residential and business phone numbers on either the No-Call List or the Electric List of both.

- A. Gryphon shall not use the information obtained to create the Texas no-call database or the No Call Lists for any purpose other than the purpose contemplated by this Agreement.
- B. Gryphon may not use registrants' information, including e-mail addresses, for any purpose other than correspondence about the program.
- C. The Texas Lists, information obtained through the applications and/or renewals of subscribers, and information in the databases are not transferable to any party other than a registered entity as required by this contract or the PUCT, except as set forth within Section 1 N of this Attachment. Gryphon cannot sell this information except as required in the performance of its duties under this contract.
- D. Gryphon may not release registrants' information, including e-mail addresses to any third party other than a registered entity, except for the PUCT or as otherwise directed by the PUCT. If Gryphon receives a request for registrants' information, it must notify the PUCT within two business days of receiving the request.
- E. Gryphon must require an entity, group, or individual registering to receive the Texas Lists to affirm that (i) it understands that the information on the Lists may be used solely to update the registered entity's no-call list; (ii) it will not use information on the Texas Lists for any other purpose; and (iii) will not transfer or exchange the information on the Lists regardless of whether the registered entity receives any compensation.

6. Quality of Service

Gryphon will maintain and administer the databases and the Texas Lists in accordance with the highest professional standards by following and applying applicable technical guidelines and industry standards. Gryphon will provide the following quality of service:

- A. The databases will be "down" for neither a period exceeding 24 consecutive hours, nor for more than one percent of the time during any given quarterly period, excluding time for scheduled maintenance. "Down" will mean that the database is not capable of allowing one or more of the following functions: the input, collection, processing, storage, reporting, or retrieval of data.
- B. No more than one call in 20 calls received in any twenty-four hour period will receive a busy signal when calling the toll-free telephone number.
- C. Gryphon will randomly audit the databases and database information by comparing the entered data with the information on the applications to ensure

proper entry. On a quarterly basis, Gryphon will perform a random audit of at least ten percent of all data entries for the applicable month. Gryphon will make a reasonable effort to ensure that no more than one percent of subscriber applications are incorrectly entered into the database. Once an error has been identified and confirmed, Gryphon will promptly commence correction of the data entry error. Gryphon will complete the necessary correction within three business days.

- D. Gryphon will report major service problems to the PUCT within four hours of the onset of such problems if they occur before 5 P.M. Central Time or by 8 a.m. the next business day if the service problems arise after 5 P.M. Central Time.
- E. Gryphon will maintain its records of the Texas Lists database operations and services so as to permit review and determination of the quality of service Gryphon provides. Gryphon will make these records available to the PUCT and its designees, during normal business hours given reasonable notice, upon the PUCT's request.

7. PUCT Responsibilities

- A. The PUCT will provide Gryphon with the use of its toll-free 1-866-896-6225 telephone number and website address at www.texasnocall.com. The PUCT will inform telemarketers of their obligations to purchase the No-Call lists and will inform telemarketers that the PUCT will pursue violations of the law. Gryphon agrees to cooperate with the PUCT in providing information needed by the PUCT to support such enforcement efforts.
- B. The PUCT Contract Administrator will provide Gryphon with copies of public materials related to the No-Call lists, such as press releases, fact sheets, and PUCT controlled web page materials, before their release. The parties will cooperate and act in good faith in determining the timing and the content of any public announcements and promotional materials relating to the transactions contemplated by the Agreement. In the event of a conflict regarding the content, presentation or timing of release of any public announcements or promotional materials between Gryphon and the PUCT, the PUCT will make the final determination.

CONTRACT No. 473-10-NOCALL

RENEWAL NO. 1

**BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
GRYPHON NETWORKS CORPORATION**

This contract for providing services concerning the Texas No-Call List is between the Public Utility Commission of Texas, a duly organized agency of the state of Texas ("PUCT") with its office located at 1701 N. Congress Ave., Austin, TX 78701 and Gryphon Networks Corporation ("Gryphon"), a Delaware corporation with offices at 249 Vanderbilt Ave., Norwood, MA 02062.

Article 1. CONTRACT TERM

This contract's original term was September 1, 2008 through August 31, 2012. The agreement contained a provision allowing the parties to renew the contract for two two-year terms. In accordance with the original agreement, the parties hereby renew the contract for two years beginning September 1, 2012 and ending August 31, 2014. One more renewal period remains available to the parties.

Article 2. CONTRACTOR'S DUTIES AND DELIVERABLES

All services and terms and conditions in the original agreement remain unchanged except as modified by this document.

Article 3. GENERAL PROVISIONS

Article 20, Notice, is modified to change the recipient of notice from W. Lane Lanford to Brian H. Lloyd.

Article 21, Contract Administration, Paragraph A is modified to change the PUCT Contract Administrator and point of contact from Steve Hudson to Mike Renfro.

Article 4. ENTIRE AGREEMENT

The original agreement and its Attachment A, Statement of Work, and this first renewal constitute the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the last date signed.

The Public Utility Commission of Texas

By: B. H. Lloyd

Brian H. Lloyd
Executive Director

Date Signed: 7/26/2012

Gryphon Networks Corp.

By: Norm D'Amours

Norm D'Amours
Vice President of Regulatory Affairs and
General Counsel

Date Signed: 7/25/2012

PUC General Law

Approved: R. E. Flores

SECOND RENEWAL
CONTRACT NO. 473-10-NOCALL
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
GRYPHON NETWORKS CORPORATION

The parties to this renewal of Contract No. 473-10-NOCALL for services concerning the Texas No-Call List are the Public Utility Commission of Texas (PUCT), a duly organized agency of the State of Texas with its office located at 1701 N. Congress Ave., Austin, Texas 78701 and Gryphon Networks Corporation ("Gryphon"), a Delaware corporation with offices at 249 Vanderbilt Ave., Norwood, MA 02062.

Article 1. DUTIES OF THE PARTIES

The parties' duties and the contract's requirements shall remain the same as in the original contract and subsequent amendments except as specifically noted in this document.

Article 2. TERM AND EFFECTIVE DATE

The original term of Contract No. 473-10-NOCALL was September 1, 2008 through August 31, 2012. The contract contained two two-year renewal periods subject to the agreement of the parties, the first of which was exercised and expires on August 31, 2014. By this document, the parties agree to renew the contract again for the period of September 1, 2014 through August 31, 2016. September 1, 2014 is the effective date of this renewal.

Article 3. SERVICES AND COMPENSATION

The parties agree that the services and compensation provided under Contract No. 473-10-NOCALL, shall remain unchanged.

Article 4. ENTIRE AGREEMENT

This contract, including the First and Second Renewals and Attachments, constitutes the entire agreement and understanding between the parties with regard to its subject matter.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of September 1, 2014.

The Public Utility Commission of Texas

By:

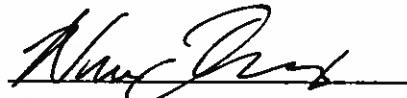


Date: 7.8.14

Brian H. Lloyd
Executive Director

Gryphon Networks Corporation

By:



Date: 7/30/2014

Norm D'Aamours
Vice President of Regulatory Affairs and General Counsel